

SERIAL 08126 C PLASTIC AND STYROFOAM PRODUCTS

DATE OF LAST REVISION: February 15, 2011 CONTRACT END DATE: August 31, 2012

CONTRACT PERIOD THROUGH AUGUST 31, 2012

TO: All Departments

FROM: Department of Materials Management

SUBJECT: Contract for **PLASTIC AND STYROFOAM PRODUCTS**

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by Maricopa County on **August 05 2009**.

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.

Wes Baysinger, Director
Materials Management

MB/mm
Attach

Copy to: Materials Management
Sue Malinowsky, MCSO

(Please remove Serial 04058-C from your contract notebooks)

INVITATION FOR BID FOR: PLASTIC AND STYROFOAM PRODUCTS

1.0 INTENT:

The intent of this Invitation for Solicitation is to establish a contract for plastic forks, spoons, knives, and Styrofoam cups, bowls, lids, etc. Awards of cups and lids will not be split. Also included are blanket discounts for related supplies as covered by current pricing documents.

The County reserves the right to add additional contractors, at the County's sole discretion, in cases where the currently listed contractors are of an insufficient number or skill-set to satisfy the County's needs or to ensure adequate competition on any project or task order work.

Other governmental entities under agreement with the County may have access to services provided hereunder (see also Sections 2.15 and 2.16, below).

2.0 SPECIFICATIONS:

2.1 INSERT TECHNICAL REQUIREMENTS:

See attachment A for specifications.

2.2 USAGE REPORT:

The Contractor shall furnish the County a quarterly usage report delineating the acquisition activity governed by the Contract. The format of the report shall be approved by the County and shall disclose the quantity and dollar value of each contract item by individual unit.

2.3 DELIVERY:

2.3.1 Delivery shall be F.O.B. Destination within fourteen (14) days of receipt of Using Agency purchase order, to any delivery location within Maricopa County.

2.4 EXPEDITED DELIVERY:

2.4.1 If the Using Agency determines that rush shipping or other alternate shipping is required, it shall notify the Contractor. The Contractor shall determine any additional costs associated with such delivery terms and communicate that cost to the Using Agency.

2.4.2 The Using Agency shall not advise the Contractor to proceed with an expedited shipment until acceptable terms are agreed upon and a purchase order is issued. Upon agreeing to the additional costs, the Using Agency shall advise the Contractor to proceed.

2.4.3 Upon receipt of materials and invoicing, the Using Agency shall ensure that any additional charges are in compliance with and do not exceed agreed to costs. The Using Agency shall retain all documents related to these costs within the agency purchase file.

2.5 SHIPPING DOCUMENTS:

A packing list or other suitable shipping document shall accompany each shipment and shall include the following:

2.5.1 Contract Serial number.

2.5.2 Contractor's name and address.

2.5.3 Using Agency name and address.

2.5.4 Using Agency purchase order number.

- 2.5.5 A description of products shipped, including item numbers, quantities, number of containers and package numbers, as applicable.

2.6 SHIPPING TERMS:

Bid prices and terms shall be F.O.B. Destination at:
Phoenix, Arizona 85003

2.7 SAMPLES:

The Contractor may be requested to furnish samples of materials bid for examination by the County. Any materials so requested shall be furnished within, ten (10) working days from the date of request and furnished at no cost to the County and sent to the address designated in the requesting correspondence.

2.8 TESTING:

Unless otherwise specified, materials purchased will be inspected by the Using Agency to ensure the materials meet the quality and quantity requirements of the Specifications. When deemed necessary by the County, samples of the materials may be taken at random from stock received for submission to a commercial laboratory or other appropriate agency for analysis and tests as to whether the materials conform in all respects to the Specifications. In cases where commercial laboratory reports indicate that the materials do not meet the Specifications, the expense of such analysis shall be borne by the Contractor.

2.9 ACCEPTANCE:

Upon delivery, the materials shall be deemed accepted and the warranty period shall begin. All documentation shall be completed prior to final acceptance.

2.10 DISCONTINUED MATERIALS:

- 2.10.1 In the event that a manufacturer discontinues materials, the County may allow the Contractor to provide a substitute for the discontinued item or may cancel the Contract. If the Contractor requests permission to substitute a new material, the Contractor shall provide the following to the County:

2.10.1.1 Documentation from the manufacturer that the material has been discontinued.

2.10.1.2 Documentation that names the replacement material.

2.10.1.3 Documentation that provides clear and convincing evidence that the replacement material meets or exceeds all specifications required by the original solicitation.

2.10.1.4 Documentation that provides clear and convincing evidence that the replacement material will be compatible with all the functions or uses of the discontinued material.

2.10.1.5 Documentation confirming that the price for the replacement is the same as or less than the discontinued material.

- 2.10.2 Material discontinuance applies only to those materials specifically listed on any resultant contract. This will not apply to catalog items not specifically listed on any resultant contract.

2.11 WARRANTY:

2.11.1 All items furnished under this Contract shall conform to the requirements of this Contract and shall be free from defects in design, materials and workmanship.

2.12 BRAND NAME:

The County reserves the right to request samples to determine quality and acceptability of materials bid by Contractor. In some cases, brand names have been listed in order to define the desired quality and are not intended to be restrictive or to limit competition. Materials substantially equivalent to those designated shall qualify for consideration.

2.13 INVOICES AND PAYMENTS:

2.13.1 The Contractor shall submit two (2) legible copies of their detailed invoice before payments can be made. At a minimum, the invoice must provide the following information:

- Company name, address and contact
- County bill-to name and contact information
- Contract Serial Number
- County purchase order number
- Invoice number and date
- Payment terms
- Date of service or delivery
- Quantity
- Contract Item numbers
- Description of Purchase
- Pricing per unit of purchase
- Extended price
- Total Amount Due

2.13.2 Problems regarding billing or invoicing shall be directed to the using agency as listed on the Purchase Order.

2.13.3 Payment may be made to the Contractor by Accounts Payable through the Maricopa County Vendor Express Payment Program. This is an Electronic Funds Transfer (EFT) process. After Award the Contractor shall fill out an EFT Enrollment form (to be provided by the Procurement Officer) or as located on the County Department of Finance Website as a fillable PDF document (www.maricopa.gov/finance/).

2.13.4 EFT payments to the routing and account numbers designated by the Contractor will include the details on the specific invoices that the payment covers. The Contractor is required to discuss remittance delivery capabilities with their designated financial institution for access to those details.

2.14 TAX:

Tax shall not be levied against labor. Sales/use tax will be determined by County. Tax will not be used in determining low price.

2.15 STRATEGIC ALLIANCE for VOUME EXPENDITURES (\$AVE)

The County is a member of the \$AVE cooperative purchasing group. \$AVE includes the State of Arizona, many Phoenix metropolitan area municipalities, and many K-12 unified school districts. Under the \$AVE Cooperative Purchasing Agreement, and with the concurrence of the successful Respondent under this solicitation, a member of \$AVE may access a contract resulting from a solicitation issued by the County. If you **do not** want to grant such access to a member of \$AVE,

please so state in your proposal. In the absence of a statement to the contrary, the County will assume that you do wish to grant access to any contract that may result from this Request for Proposal.

2.16 INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENTS (ICPA's)

County currently holds ICPA's with numerous governmental entities throughout the State of Arizona. These agreements allow those entities, with the approval of the Contractor, to purchase their requirements under the terms and conditions of the County Contract. Please indicate on Attachment A, your acceptance or rejection regarding such participation of other governmental entities. Your response will not be considered as an evaluation factor in awarding a contract.

3.0 SPECIAL TERMS & CONDITIONS:

3.1 CONTRACT TERM:

This Invitation for Bid is for awarding a firm, fixed-price purchasing contract to cover a term of three (3) years.

3.2 OPTION TO RENEW:

The County may, at its option and with the approval of the Contractor, renew the term of this Contract up to a maximum of three (3) years, (or at the County's sole discretion, extend the contract on a month to month basis for a maximum of six (6) months after expiration). The Contractor shall be notified in writing by the Materials Management Department of the County's intention to renew the contract term at least thirty (30) calendar days prior to the expiration of the original contract term.

3.3 PRICE ADJUSTMENTS (+ or -):

The contract prices shall be firm and fixed for the first contract year and thereafter, allow for escalation bi-annually throughout the life of the contract. This allows for two (2) reasonable price adjustments for every one (1) contract year after the first year. Any requests for reasonable price adjustments shall be submitted not less than thirty (30) days prior to the bi-annual anniversary date and shall be supported by appropriate documentation. The price adjustments shall be effective upon the contract's bi-annual anniversary dates after approval. This means that each price increase will be at least six (6) months apart. The reasonableness of the request will be determined by comparing the request with the **London Metal Exchange (LME)** for the commodity or by **performing a market survey**. If the County agrees to the adjusted price terms or an alternate option, the County shall issue written approval of the change prior to any adjusted invoicing submitted for payment.

The contractor shall continue to honor the delivery terms during the price adjustment review period.

3.4 INDEMNIFICATION:

3.4.1 To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless County, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses and expenses, including, but not limited to, attorney fees, court costs, expert witness fees, and the cost of appellate proceedings, relating to, arising out of, or alleged to have resulted from the negligent acts, errors, omissions, mistakes or malfeasance relating to the performance of this Contract. Contractor's duty to defend, indemnify and hold harmless County, its agents, representatives, officers, directors, officials, and employees shall arise in connection with any claim, damage, loss or expense that is caused by any negligent acts, errors, omissions or mistakes in the performance of this Contract by the Contractor, as well as any person or entity for whose acts, errors, omissions, mistakes or malfeasance Contractor may be legally liable.

3.4.2 The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

3.4.3 The scope of this indemnification does not extend to the sole negligence of County.

3.5 PROCUREMENT CARD ORDERING CAPABILITY:

County may determine to use a procurement card that may be used from time-to-time, to place and make payment for orders under this Contract. Contractors without this capability may be considered non-responsive and not eligible for award consideration.

3.6 INTERNET ORDERING CAPABILITY:

It is the intent of County to use the Internet to communicate and to place orders under this Contract. Contractors without this capability may be considered non-responsive and not eligible for award consideration.

3.7 REQUIREMENTS CONTRACT:

3.7.1 Contractors signify their understanding and agreement by signing a bid submittal, that the Contract resulting from the bid will be a requirements contract. However, the Contract does not guarantee any minimum or maximum number of purchases will be made. It only indicates that if purchases are made for the materials contained in the Contract, they will be purchased from the Contractor awarded that item. Orders will only be placed when the County identifies a need and proper authorization and documentation have been approved.

3.7.2 County reserves the right to cancel Purchase Orders within a reasonable period of time after issuance. Should a Purchase Order be canceled, the County agrees to reimburse the Contractor but only for actual and documentable costs incurred by the Contractor due to and after issuance of the Purchase Order. The County will not reimburse the Contractor for any costs incurred after receipt of County notice of cancellation, or for lost profits, shipment of product prior to issuance of Purchase Order, etc.

3.7.3 Contractors agree to accept verbal notification of cancellation from the Materials Management Procurement Officer with written notification to follow. By submitting a bid in response to this Invitation for Bids, the Contractor specifically acknowledges to be bound by this cancellation policy.

3.8 ORDERING AUTHORITY.

3.8.1 The Contractor should understand that any request for purchase of products shall be accompanied by a valid purchase order, issued by Materials Management, or by a Certified Agency Procurement Aid (CAPA).

3.8.2 County departments, cities, other counties, schools and special districts, universities, nonprofit educational and public health institutions may also purchase from under this Contract at their discretion and/or other state and local agencies (Customers) may procure the products under this Contract by the issuance of a purchase order to the Respondent. Purchase orders must cite the Contract number.

3.8.3 Contract award is in accordance with the Maricopa County Procurement Code. All requirements for the competitive award of this Contract have been met. A purchase order for the product(s) is the only document necessary for Customers to purchase and for the Contractor to proceed with delivery of product(s) available under this Contract.

3.8.4 Any attempt to represent any product not specifically awarded under this Contract is a violation of the Contract. Any such action is subject to the legal and contractual remedies

available to the County, inclusive of, but not limited to, Contract cancellation, suspension and/or debarment of the Contractor.

3.9 UNCONDITIONAL TERMINATION FOR CONVENIENCE:

Maricopa County may terminate the resultant Contract for convenience by providing sixty (60) calendar days advance notice to the Contractor.

3.10 TERMINATION FOR DEFAULT:

If the Contractor fails to meet deadlines, or fails to provide the agreed upon service/material altogether, a termination for default will be issued. The termination for default will be issued only after the County deems that the Contractor has failed to remedy the problem after being forewarned.

3.11 TERMINATION BY THE COUNTY:

If the Contractor should be adjudged bankrupt or should make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of its insolvency, the County may terminate the Contract. If the Contractor should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to provide enough properly skilled workers or proper materials, or persistently disregard laws and ordinances, or not proceed with work or otherwise be guilty of a substantial violation of any provision of this Contract, then the County may terminate the Contract. Prior to termination of the Contract, the County shall give the Contractor fifteen- (15) calendar day's written notice. Upon receipt of such termination notice, the Contractor shall be allowed fifteen (15) calendar days to cure such deficiencies.

3.12 STATUTORY RIGHT OF CANCELLATION FOR CONFLICT OF INTEREST:

Notice is given that pursuant to A.R.S. § 38-511 the County may cancel any Contract without penalty or further obligation within three years after execution of the contract, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County is at any time while the Contract or any extension of the Contract is in effect, an employee or agent of any other party to the Contract in any capacity or consultant to any other party of the Contract with respect to the subject matter of the Contract. Additionally, pursuant to A.R.S § 38-511 the County may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County from any other party to the contract arising as the result of the Contract.

3.13 OFFSET FOR DAMAGES;

In addition to all other remedies at Law or Equity, the County may offset from any money due to the Contractor any amounts Contractor owes to the County for damages resulting from breach or deficiencies in performance of the contract.

3.14 ADDITIONS/DELETIONS OF SERVICE:

The County reserves the right to add and/or delete materials to a Contract. If a service requirement is deleted, payment to the Contractor will be reduced proportionately, to the amount of service reduced in accordance with the bid price. If additional materials are required from a Contract, prices for such additions will be negotiated between the Contractor and the County.

3.15 AMENDMENTS:

All amendments to this Contract shall be in writing and approved/signed by both parties. Maricopa County Materials Management shall be responsible for approving all amendments for Maricopa County.

3.16 RETENTION OF RECORDS:

The Contractor agrees to retain all financial books, records, and other documents relevant to a Contract for five (5) years after final payment or until after the resolution of any audit questions which could be more than five (5) years, whichever is longer. The County, Federal or State auditors and any other persons duly authorized by the County shall have full access to, and the right to examine, copy and make use of, any and all said materials.

3.17 ADEQUACY OF RECORDS:

If the Contractor's books, records and other documents relevant to a Contract are not sufficient to support and document that allowable materials were provided, the Contractor shall reimburse Maricopa County for the materials not so adequately supported and documented.

3.18 AUDIT DISALLOWANCES:

If at any time it is determined by the County that a cost for which payment has been made is a disallowed cost, the County shall notify the Contractor in writing of the disallowance and the required course of action, which shall be at the option of the County either to adjust any future claim submitted by the Contractor by the amount of the disallowance or to require repayment of the disallowed amount by the Contractor forthwith issuing a check payable to Maricopa County.

3.19 VALIDITY:

The invalidity, in whole or in part, of any provision of the Contract shall not void or affect the validity of any other provision of the Contract.

3.20 RIGHTS IN DATA:

The County shall have the use of data and reports resulting from a Contract without additional cost or other restriction except as may be established by law or applicable regulation. Each party shall supply to the other party, upon request, any available information that is relevant to a Contract and to the performance thereunder.

3.21 RELATIONSHIPS:

In the performance of the services described herein, the Contractor shall act solely as an independent contractor, and nothing herein or implied herein shall at any time be construed as to create the relationship of employer and employee, partnership, principal and agent, or joint venture between the County and the Contractor.

3.22 CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

3.22.1 The undersigned (authorized official signing for the Contractor) certifies to the best of his or her knowledge and belief, that the Contractor, defined as the primary participant in accordance with 45 CFR Part 76, and its principals:

3.22.1.1 are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or agency;

3.22.1.2 have not within 3-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

3.22.1.3 are not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and

3.22.1.4 have not within a 3-year period preceding this Contract had one or more public transaction (Federal, State or local) terminated for cause of default.

3.22.2 Should the Contractor not be able to provide this certification, an explanation as to why should be attached to the Contract.

3.22.3 The Contractor agrees to include, without modification, this clause in all lower tier covered transactions (i.e. transactions with subcontractors) and in all solicitations for lower tier covered transactions related to this Contract.

3.23 ALTERNATIVE DISPUTE RESOLUTION:

3.23.1 After the exhaustion of the administrative remedies provided in the Maricopa County Procurement Code, any contract dispute in this matter is subject to compulsory arbitration. Provided the parties participate in the arbitration in good faith, such arbitration is not binding and the parties are entitled to pursue the matter in state or federal court sitting in Maricopa County for a de novo determination on the law and facts. If the parties cannot agree on an arbitrator, each party will designate an arbitrator and those two arbitrators will agree on a third arbitrator. The three arbitrators will then serve as a panel to consider the arbitration. The parties will be equally responsible for the compensation for the arbitrator(s). The hearing, evidence, and procedure will be in accordance with Rule 74 of the Arizona Rules of Civil Procedure. Within ten (10) days of the completion of the hearing the arbitrator(s) shall:

3.23.1.1 Render a decision;

3.23.1.2 Notify the parties that the exhibits are available for retrieval; and

3.23.1.3 Notify the parties of the decision in writing (a letter to the parties or their counsel shall suffice).

3.23.2 Within ten (10) days of the notice of decision, either party may submit to the arbitrator(s) a proposed form of award or other final disposition, including any form of award for attorneys' fees and costs. Within five (5) days of receipt of the foregoing, the opposing party may file objections. Within ten (10) days of receipt of any objections, the arbitrator(s) shall pass upon the objections and prepare a signed award or other final disposition and mail copies to all parties or their counsel.

3.23.3 Any party which has appeared and participated in good faith in the arbitration proceedings may appeal from the award or other final disposition by filing an action in the state or federal court sitting in Maricopa County within twenty (20) days after date of the award or other final disposition. Unless such action is dismissed for failure to prosecute, such action will make the award or other final disposition of the arbitrator(s) a nullity.

3.24 VERIFICATION REGARDING COMPLIANCE WITH ARIZONA REVISED STATUTES §41-4401 AND FEDERAL IMMIGRATION LAWS AND REGULATIONS:

3.24.1 By entering into the Contract, the Contractor warrants compliance with the Immigration and Nationality Act (INA using e-verify) and all other federal immigration laws and regulations related to the immigration status of its employees. The contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Contract. The Contractor and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the Immigration Reform and

Control Act of 1986, as amended from time to time, for all employees performing work under the Contract and verify employee compliance using the E-verify system. I-9 forms are available for download at USCIS.GOV.

- 3.24.2 The County may request verification of compliance for any contractor or subcontractor performing work under the Contract. Should the County suspect or find that the Contractor or any of its subcontractors are not in compliance, the County may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or department of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.
- 3.25 VERIFICATION REGARDING COMPLIANCE WITH ARIZONA REVISED STATUTES §§35-391.06 AND 35-393.06 BUSINESS RELATIONS WITH SUDAN AND IRAN:
 - 3.25.1 By entering into the Contract, the Contractor certifies it does not have scrutinized business operations in Sudan or Iran. The contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Contract.
 - 3.25.2 The County may request verification of compliance for any contractor or subcontractor performing work under the Contract. Should the County suspect or find that the Contractor or any of its subcontractors are not in compliance, the County may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or department of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.
- 3.26 CONTRACTOR LICENSE REQUIREMENT:
 - 3.26.1 **The Respondent shall procure all permits, insurance, licenses and pay the charges and fees necessary and incidental to the lawful conduct of his/her business, and as necessary complete any required certification requirements, required by any and all governmental or non-governmental entities as mandated to maintain compliance with and in good standing for all permits and/or licenses. The Respondent shall keep fully informed of existing and future trade or industry requirements, Federal, State and Local laws, ordinances, and regulations which in any manner affect the fulfillment of a Contract and shall comply with the same. Contractor shall immediately notify both Materials Management and the using agency of any and all changes concerning permits, insurance or licenses.**
 - 3.26.2 Respondents furnishing finished products, materials or articles of merchandise that will require installation or attachment as part of the Contract, shall possess any licenses required. A Respondent is not relieved of its obligation to possess the required licenses by subcontracting of the labor portion of the Contract. Respondents are advised to contact the Arizona Registrar of Contractors, Chief of Licensing, at (602) 542-1502 to ascertain licensing requirements for a particular contract. Respondents shall identify which license(s), if any, the Registrar of Contractors requires for performance of the Contract.

FINEST KIND, 3051 S. WILSON STREET, TEMPE, AZ 85282

WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT: YES

WILL ACCEPT PROCUREMENT CARD FOR PAYMENT: NO

WILL OFFER REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD: NO
(Payment shall be made within 48 hours of utilizing the Purchasing Card)

FUEL COMPRISES 0 % OF TOTAL BID AMOUNT.

NIGP CODES: 6406004, 6406005

1.0 PRICING:							
	<u>ITEM DESCRIPTION</u>	<u>ESTIMATED MONTHLY QUANTITIES</u>	<u>BRAND</u>	<u>CASE QUANTITY</u>	<u>PRICE</u>		<u>EACH PRICE</u>
1.1	<u>PLATIC AND PAPER ITEMS</u>						
1.1.1	Forks, medium weight (Winkler or equal)	40 case	Edris Plastics	1000/es	\$5.40	/case	\$0.0054
1.1.2	Knife, medium weight (Winkler or equal)	40 case	Edris Plastics	1000/es	\$5.40	/case	\$0.0054
1.1.3	Teaspoon, medium weight (Winkler or equal)	1000 case	Edris Plastics	1000/es	\$5.40	/case	\$0.0054
1.1.4	Soup Spoon, medium weight (Winkler or equal)	15 cases	Edris Plastics	1000/es	\$5.40	/case	\$0.0054
1.1.11	Sandwich Wedge, Opaque (Anchor #1501 or equal)	10 case	Anchor	250/cs	\$39.25	/case	\$0.157
1.1.13	White Bags, #6	12 bundle	Duro Bag	500/bundle	\$10.85	/bundle	\$0.0217
1.1.14	White French Fry/Lrg Bags, 6" x 4 1/2"	4 case	USA Paper	2000/cs	\$11.22	/case	\$0.0056
1.1.15	White, French Fry/Sm Bags 4 1/2" x 3"	As Required	USA Paper	2000/cs	\$9.90	/case	\$0.0049
1.1.18	Aluminum Foil, 18" x 500' Cutter Box	25 each	Durable	1 roll	\$16.09	/case	\$16.09
1.1.24	Food service foil wrap 9" x 10 3/4"	1 case	Durable	3000/cs	\$47.25	/case	\$0.0157
1.1.30	14"L x 9"W x 0.0015 mil clear poly bag	150 cases	Elkay	3000/cs	\$30.00	/case	\$0.0300
	Packaging: 3,000 bags per case						
1.2	<u>SYROFOAM AND RELATED ITEMS</u>						
1.2.3	Plate, 9" Champagne Color (Sweet-heart SS9DP only)	10 case	Solo	500/cs	\$41.55	/case	\$0.831
1.2.4	Bowl, 12 oz., Foam, Double Laminated (Amoco or equal)	8 case	Dart	1000/cs	\$20.43	/case	\$0.0204
1.2.5	Bowl Utility 3-1/2 -5 oz. Double Laminated (Amoco or equal)	25 case	Dart	1000/cs	\$15.95	/case	\$0.0159
1.2.6	Clamshell, 9 x 9 x 3 Carry- out Hinged Cover Container, Compartment	300case	Dart	200/es	\$14.85	/case	\$0.0742

FINEST KIND, 3051 S. WILSON STREET, TEMPE, AZ 85282

1.2.11	4 ounce portion cups: (Fabri-Kal PC400 or equal)			Dart				
	One Delivery	60case			2500/cs	\$32.85	/case	\$0.0131
	Two Deliveries	30case			2500/cs	\$32.85	/case	\$0.0131
	As required basis				2500/cs	\$32.85	/case	\$0.0131
1.2.12	Lids for 4 ounce portion cups: (#P.C. 400) (Fabri-Kal L345PC or equal)			Dart				
	One Delivery	60case			2500/cs	\$26.75	/case	\$0.0107
	Two Deliveries	30case			2500/cs	\$26.75	/case	\$0.0107
	As required basis				2500/cs	\$26.75	/case	\$0.0107

Item Number	Description		Case Pack		Case Cost
15F-0812	8 x 12" 1.5 mil Clear Poly Bag		1000/cs		\$18.40
15F-0915	9 x 15" 1.5 mil Clear Poly Bag		1000/cs		\$24.15
15F-1420	14 x 20" 1.5 mil Clear Poly Bag		1000/cs		\$47.10
	"				

Terms: 1% 10 Days Net 30

Vendor Number: W000015250 X

Telephone Number: 480/967-7310

Fax Number: 480/966-7524

Contact Person: Graham Montgomery

E-mail Address: gmontgomery@apdinc.org

Certificates of Insurance Required

Contract Period: To cover the period ending **August 31, 2012.**

EPICUREAN FOODS, 246 S. ROBSON, MESA, AZ 85210

WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT: NO

WILL ACCEPT PROCUREMENT CARD FOR PAYMENT: YES

WILL OFFER REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD: NO
(Payment shall be made within 48 hours of utilizing the Purchasing Card)

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1.0 PRICING:							
	<u>ITEM DESCRIPTION</u>	<u>ESTIMATED MONTHLY QUANTITIES</u>	<u>BRAND</u>	<u>CASE QUANTITY</u>	<u>PRICE</u>		<u>EACH PRICE</u>
1.1	<u>PLATIC AND PAPER ITEMS</u>						
1.1.23	Plastic stir straws 5"	1 case	Jet	10/100ct	\$14.65	/case	\$0.001465
1.2	<u>SYROFOAM AND RELATED ITEMS</u>						
1.2.1	Plate, 6" Foam (Amoco or equal)	20 case	Genpak	1000 ct	\$13.80	/case	\$0.01380
1.2.2	Plate, 8-7/8" Foam (Amoco or equal)	30 case	Genpak	500 ct	\$12.94	/case	\$0.02588
1.2.7	Clamshell, 5-1/8" x 5-1/8" Carry-out Hinged Cover Container	8 case	Genpak	500ct	\$17.80	/case	\$0.03560

Terms: NET 30

Vendor Number: W000001637 X

Telephone Number: 480/969-9333

Fax Number: 480/834-5506

Contact Person: Kathy Tuituu

E-mail Address: Kathy@epicurean-foods.com

Certificates of Insurance Required

Contract Period: To cover the period ending **August 31, 2012.**

F & S DISTRIBUTORS, 1251 S. TYNDALL AVENUE SUITE #109, TUCSON, AZ 85713

WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT: YES

WILL ACCEPT PROCUREMENT CARD FOR PAYMENT: YES

WILL OFFER REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD: NO
(Payment shall be made within 48 hours of utilizing the Purchasing Card)

FUEL COMPRISES 0 % OF TOTAL BID AMOUNT.

NIGP CODES: 6406004, 6406005, SBAG743

1.0 PRICING:							
	<u>ITEM DESCRIPTION</u>	<u>ESTIMATED MONTHLY QUANTITIES</u>	<u>BRAND</u>	<u>CASE QUANTITY</u>	<u>PRICE</u>		<u>EACH PRICE</u>
1.1	<u>PLATIC AND PAPER ITEMS</u>						
1.1.1	Forks, medium weight (Winkler or equal)	40 case	Edris Plastics	1000/cs	\$5.94	/case	\$0.0059
1.1.2	Knife, medium weight (Winkler or equal)	40 case	Edris Plastics	1000/cs	\$5.94	/case	\$0.0059
1.1.3	Teaspoon, medium weight (Winkler or equal)	1000 case	Edris Plastics	1000/cs	\$5.94	/case	\$0.0059
1.1.4	Soup Spoon, medium weight (Winkler or equal)	15 cases	Edris Plastics	1000/cs	\$5.94	/case	\$0.0059
1.1.5	Custard Cup, 5 – 6 oz. Shall be clear.	25 case	Dart 550PC	2500	\$49.44	/case	\$0.0194
1.1.6	Lid, 5 – 6 oz. Custard Cup. Shall be clear.	10 case	Dart 400PCL	2500	\$25.65	/case	\$0.0102
1.1.7	Dome Lid for 9" plate. Shall be clear.	10 case	Solo R6NN	200	\$83.01	/case	\$0.083
1.1.10	Cold Cup, 6 oz (Solo 67HL or equal)	400 case	Ancor	1	\$48.35	/case	\$0.0241
1.1.16	Plastic Film, 12" x 2000" Cutter Box	25 each	Ancor	1	\$7.38	/case	\$7.38
1.1.17	Plastic Film, 18" x 2000" Cutter Box	25 each	Dart9CS	1000	\$9.73	/case	\$9.73
1.1.22	Plastic tumbler, Squat clear 9 oz	2 case			\$48.15	/case	\$0.04815
SBAG743 1.1.30	14"L x 9"W x 0.0015 mil clear poly bag	150 cases	Elkay	1000/cs	\$20.04	/case	\$0.021
1.2	<u>SYROFOAM AND RELATED ITEMS</u>						
1.2.6	Clamshell, 9 x 9 x 3 Carry-out Hinged Cover Container, Compartment	300case	Dart	200/cs	Price for ordering 100 to 574 Cartons - \$17.39	/case	\$0.0869
	Clamshell, 9 x 9 x 3 Carry-out Hinged Cover Container, Compartment		Dart	200/cs	Drop ship Price for 575 Cartons \$15.35	/case	\$0.0767
1.2.8	6 ounce cups: (Dart 6J6 or equal)		Dart 6J6				
	One Delivery	5700 case		1000	\$11.71	/case	\$0.0117
	Two Deliveries	2850 case		1000	\$11.71	/case	\$0.117
	As required basis			1000	\$12.76	/case	\$0.0127

F & S DISTRIBUTORS, 1251 S. TYNDALL AVENUE SUITE #109, TUCSON, AZ 85713

1.2.9	8 ounce cups		Dart 8J8				
	One Delivery	900 case		1000	\$13.72	/case	\$0.0137
	Two Deliveries	450 case		1000	\$13.75	/case	\$0.0137
	As required basis			1000	\$14.79	/case	\$0.0127
1.2.10	Lids for 8oz Cups: (Dart 8JL)	10 case	Dart 8JL	1000	\$7.95	/case	\$0.0079
1.2.11	4 ounce portion cups: (Fabri-Kal PC400 or equal)	1152 Cases Per Year / 96 Cases Per Month	Dart	2500/Case	\$35.50	/case	\$0.0142
1.2.12	Lids for 4 ounce portion cups: (#P.C. 400) (Fabri-Kal L345PC or equal)	1152 Cases Per Year / 96 Cases Per Month	Dart	2500/Case	\$32.90	/case	\$0.0131
1.2.13	2 ounce portion cups: (Paper or Plastic)		Dar 200PC				
	One Delivery	300 case		2500	\$17.91	/case	\$0.0071
	Two Deliveries	150 case		2500	\$17.91	/case	\$0.0071
	As required basis			2500	\$18.99	/case	\$0.0075
1.2.14	2 ounce portion lids: (Plastic)		Dart 200PCL				
	One Delivery	300 case		2500	\$19.51	/case	\$0.0078
	Two Deliveries	150 case		2500	\$19.51	/case	\$0.0078
	As required basis			2500	\$20.55	/case	\$0.0082
1.2.15	1 ounce portion cups: (Plastic)	100 case	Dart 100PC	2500	\$18.55	/case	\$0.0074
1.2.16	1 ounce portion lids: (Plastic)	100 case	Dart 100PCL	2500	\$18.52	/case	\$0.0074
1.2.17	8 ounce cups: Squat (Dart 8SJ12 or equal)	20 case	Dart 8SJ12	1000	\$20.71	/case	\$0.0207
1.2.18	Lids for 8 ounce squat cup: (Dart JHL12 or equal)	10 case	Dart 12JL	1000	\$10.05	/case	\$0.0105
1.2.19	8 ounce cup: Squat (Dart 8SJ20 or equal)	10 case	Dart 8SJ20	1000	\$25.31	/case	\$0.0253
1.2.20	Lids for 8 ounce squat cup: (Dart JHL20 or equal)	5 case	Dart 8CJ20 20JL	1000	\$13.35	/case	\$0.0133

Terms:	NET 30
Vendor Number:	W000014599 X
Telephone Number:	520/624-7177
Fax Number:	520/624-6360
Contact Person:	Laurence Nagel
E-mail Address:	lnagel@qwestoffice.net
Certificates of Insurance	Required
Contract Period:	To cover the period ending August 31, 2012.

INTERBORO PACKAGING CORPORATION, 114 BRACKEN ROAD, MONTGOMERY, NY 12549-2600

WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT: YES

WILL ACCEPT PROCUREMENT CARD FOR PAYMENT: YES

WILL OFFER REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD: NO
(Payment shall be made within 48 hours of utilizing the Purchasing Card)

FUEL COMPRISES % OF TOTAL BID AMOUNT.

NIGP CODES: 6406004

1.0 PRICING:							
	<u>ITEM DESCRIPTION</u>	<u>ESTIMATED MONTHLY QUANTITIES</u>	<u>BRAND</u>	<u>CASE QUANTITY</u>	<u>PRICE</u>		<u>EACH PRICE</u>
1.1	<u>PLATIC AND PAPER ITEMS</u>						
1.1.27	Plastic Bun Pan Rack Covers, 52"x 80', 50/cs 1.5 to 2.0 mil	As needed	INT- 5280- Hvy	50/case	\$13.34	/case	\$0.27
1.1.29	Plastic Serving Gloves, food grade, Disposable Kitchenware	As needed	INT-PG	10,000/case	\$45.00*		\$0.0045*
	*as per samle #1.129						

Terms: NET 30

Vendor Number: W000003360 X

Telephone Number: 845/457-2700

Fax Number: 845/457-1927

Contact Person: Rivky Jeremias

E-mail Address: interboro2@frontiernet.net

Certificates of Insurance Required

Contract Period: To cover the period ending **August 31, 2012.**

STANDARD RESTAURANT EQUIPMENT CO., 2922 MCDOWELL ROAD, PHOENIX, AZ 85008

WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT: YES

WILL ACCEPT PROCUREMENT CARD FOR PAYMENT: YES

WILL OFFER REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD: NO
(Payment shall be made within 48 hours of utilizing the Purchasing Card)

FUEL COMPRISES 15 % OF TOTAL BID AMOUNT.PRICING SHEET:

NIGP CODES: 6406004

1.0 PRICING:							
	<u>ITEM DESCRIPTION</u>	<u>ESTIMATED MONTHLY QUANTITIES</u>	<u>BRAND</u>	<u>CASE QUANTITY</u>	<u>PRICE</u>		<u>EACH PRICE</u>
1.1	<u>PLATIC AND PAPER ITEMS</u>						
1.1.8	Cold Cup, 5 oz. Plastic Only	10 case	Solo	2000	\$25.15	/case	\$0.012575
1.1.9	Lids, Cold Cup 5 oz	10 case	Solo	2500	\$46.25	/case	\$0.0185
1.1.12	Salad Container, Clear Anchor #805 or equal)	5 case	Anchor	200	\$67.50	/case	\$0.3375
1.1.21	Overseas Paper hat, white	1 case	Key	10.100	\$99.50	/case	\$0.0995
1.3	<u>MISCELLANEOUS ITEMS</u>						
1.3.1	Aluminum trays with lids, 3 compartment oblong home feeding. Reynolds #RCL750or equal	6 case	Durable	500	\$93.80	/case	\$0.1876

Terms: NET 30

Vendor Number: W000000863 X

Telephone Number: 602/275-8550

Fax Number: 602/275-2552

Contact Person: William Jenkins

E-mail Address: williaj@esreco.net

Certificates of Insurance Required

Contract Period: To cover the period ending **August 31, 2012.**